

This instrument was prepared by  
Charles B. Roskopf, Attorney

## DEED OF TRUST

Helena, Arkansas  
Eagle River Chemical Corporation, a  
corporation organized and existing  
under the laws of the State of  
Arkansas  
To: DEED OF TRUST  
David Solomon, Trustee for the use  
and benefit of Helena Chemical  
Company, a Corporation

THIS DEED, Made and entered into this 15th day  
of September, nineteen hundred and seventy-one  
by and between Eagle River Chemical Corporation,  
a Corporation organized and existing under the  
laws of the State of Arkansas,

of the County of Phillips in the State of Arkansas, party of the first part, and  
David Solomon, Trustee, of the County of Phillips  
in said State, party of the second part, and HELENA CHEMICAL COMPANY, a Corporation,

of the County of Phillips in the State of Arkansas, party of the third part:  
WITNESSETH, That the said party of the first part, in consideration of the debt and trust hereinafter men-  
tioned and created and the sum of One Dollar to it in hand paid by the said party of the second part, the  
receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN and SELL unto the said  
party of the second part, the following tract, piece or parcel of land, lying and being situated in the  
County of Phillips, State of Arkansas, to-wit:

TO HAVE AND TO HOLD THE SAME, Together with all the rights, privileges and appurtenances thereto be-  
longing, unto the said party of the second part, and unto his successors and assigns in this trust. IN TRUST, however,  
for the following purposes:

WHEREAS, The said party of the first part is justly indebted unto the said party of the third part in  
the full sum of TWO HUNDRED TWENTY-FIVE THOUSAND and no/100 (\$225,000.00) DOLLARS,  
which is evidenced by one (1) promissory note of even date herewith, due and  
payable to the order of Party of the Third Part in five (5) installments, the first  
being Twenty-five Thousand Dollars (\$25,000.00) and due and payable on or before  
December 31, 1971, and the next four (4) installments being in the amount of Fifty  
Thousand Dollars (\$50,000.00) each, and being due and payable to the order of Party  
of the Third Part on or before one, two, three and four years after date; with  
interest from date upon the unpaid balance of principal at the rate of six and one-half  
percent (6-1/2%) per annum, and as specified in said promissory note.

157268



It is agreed by and between the parties hereto that this deed of trust shall be security for any and all other in-  
debtedness of every kind and description which may now be due and owing, or which may hereafter become due  
and owing by the parties of the first part, or either of them, to the party of the third part, whether said indebtedness  
be made and contracted before or after the maturity of the original note or notes herein mentioned, and whether  
evidenced by note, notes, book accounts, or otherwise, also security for the payment of any note or notes given in re-  
newal of the note herein described, or extension of time of payment and such renewals and extensions of time of  
payments shall not impair or effect the lien herein created.

And has also agreed with said party of the third part, its indorsees and assigns, to insure and keep  
insured the edifices on said premises, for the benefit of the said party of the third part, its indorsees or as-  
signs against loss by fire, in a sum not less than sum to be agreed upon Dollars, in such insurance companies  
as said party of the third part, its indorsees or assigns shall approve. In case of the payment of any loss under  
such policies, parties of the first part grant the party of the third part the exclusive right to make all application of  
payments made thereunder.

Witnessed full this 10th day of Nov, 1976  
David Solomon Trustee

This instrument was prepared by  
Charles B. Roskopf, Attorney

## DEED OF TRUST

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Corporation organized and existing  
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Arkansas  
To DEED OF TRUST  
David Solomon, Trustee for the use  
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Company, a Corporation

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of September nineteen hundred and seventy-one  
by and between Eagle River Chemical Corporation,  
a Corporation organized and existing under the  
laws of the State of Arkansas,

of the County of Phillips in the State of Arkansas, party of the first part, and  
David Solomon, Trustee, of the County of Phillips  
in said State, party of the second part, and HELENA CHEMICAL COMPANY, a Corporation,

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WITNESSETH, That the said part y of the first part, in consideration of the debt and trust hereinafter men-  
tioned and created and the sum of One Dollar to it in hand paid by the said party of the second part, the  
receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN and SELL unto the said  
party of the second part, the following tract, piece or parcels of land, lying and being situated in the  
County of Phillips, State of Arkansas, to-wit:

TO HAVE AND TO HOLD THE SAME, Together with all the rights, privileges and appurtenances thereto be-  
longing, unto the said party of the second part, and unto his successors and assigns in this trust. IN TRUST, however,  
for the following purposes:

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the full sum of TWO HUNDRED TWENTY-FIVE THOUSAND and no/100 (\$225,000.00) DOLLARS,  
which is evidenced by one (1) promissory notes of even date herewith, due and  
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of the Third Part on or before one, two, three and four years after date; with  
interest from date upon the unpaid balance of principal at the rate of six and one-half  
percent (6-1/2%) per annum, and as specified in said promissory note.

It is agreed by and between the parties hereto that this deed of trust shall be security for any and all other in-  
debtedness of every kind and description which may now be due and owing, or which may hereafter become due  
and owing by the parties of the first part, or either of them, to the party of the third part, whether said indebtedness  
be made and contracted before or after the maturity of the original note or notes herein mentioned, and whether  
evidenced by note, notes, book accounts, or otherwise, also security for the payment of any note or notes given in re-  
newal of the note herein described, or extension of time of payment and such renewals and extensions of time of  
payments shall not impair or effect the lien herein created.

And has also agreed with said part Y of the third part, its indorsees and assigns, to insure and keep  
insured the edifices on said premises, for the benefit of the said part Y of the third part, its indorsees or as-  
signs against loss by fire, in a sum not less than sum to be agreed upon Dollars, in such insurance companies  
as said part Y of the third part, its indorsees or assigns shall approve. In case of the payment of any loss under

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3-10-16

The Lien of the lands & easement described in Deed of Trust recorded in Book 532 Page 83 of the Phillips County Records is hereby released from this Deed of Trust but as to no other lands described herein this 4<sup>th</sup> day of August, 1975.

Attest: Cathy W. Trickett, Clerk.

8-4-75

Donald S. Brown  
Trustee

1. Property located in Private Survey No. 2412, Township Two (2) South, Range Four (4) East, Phillips County, Arkansas, and described as follows: Commencing at the Southeast corner of Section Fourteen (14), Township Two (2) South, Range Four (4) East; thence West 3517.8 feet; thence North 1980.0 feet; thence North 35° 34' West 1122.6 feet to the East right-of-way of State Highway No. 242; thence North 54° 12' East 1325.7 feet along said East right-of-way; thence South 61° 18' East 650.0 feet along the North line of a proposed street to the point of beginning; thence from the point of beginning South 61° 18' East 700 feet along the North line of a proposed street; thence North 28° 42' East 796.3 feet; thence North 53° 29' West 706.0 feet; thence South 28° 42' West 890.2 feet to the point of beginning, containing 13.56 acres, more or less.
2. Property located in Private Survey No. 2412, Township Two (2) South, Range Four (4) East, Phillips County, Arkansas, and described as follows: Commencing at the Southeast corner of Section Fourteen (14), Township Two (2) South, Range Four (4) East; thence West 3517.8 feet; thence North 1980.0 feet; thence North 35° 34' West 1122.6 feet to the East right-of-way of State Highway No. 242; thence North 54° 12' East 1325.7 feet along said East right-of-way; thence South 61° 18' East 650.0 feet along the North line of a proposed street; thence North 28° 42' East 890.2 feet to the point of beginning; thence North 28° 42' East 30.3 feet to the South right-of-way of the Missouri Pacific Railroad; thence South 53° 29' East 706.0 feet along the South right-of-way of the Missouri Pacific Railroad; thence South 28° 42' West 30.3 feet; thence North 53° 29' West 706.0 feet to the point of beginning, containing 0.49 acres, more or less.
3. Property located in Private Survey No. 2412, Township Two (2) South, Range Four (4) East, Phillips County, Arkansas, and described as follows: Commencing at the Southeast corner of Section Fourteen (14), Township Two (2) South, Range Four (4) East; thence West 3517.8 feet; thence North 1980 feet; thence North 35° 34' West 1122.6 feet to the East right-of-way of State Highway No. 242; thence North 54° 12' East 1553.1 feet along East right-of-way; thence South 39° 58' East 591.5 feet along the North line of a proposed street to the point of beginning; thence, from the point of beginning, continue South 39° 58' East 750.2 feet along said North line of proposed street; thence North 28° 42' East 281.4 feet; thence North 61° 18' West 700 feet; thence South 28° 42' West 8.2 feet to the point of beginning, containing 2.35 acres, more or less.
4. Property located in Private Survey No. 2412, Township Two (2) South, Range Four (4) East, Phillips County, Arkansas, and described as follows: Commencing at the Southeast corner of Section Fourteen (14), Township Two (2) South, Range Four (4) East; thence West 3517.8 feet; thence North 1980.0 feet; thence North 35° 34' West 1122.6 feet to the East right-of-way of State Highway No. 242; thence North 54° 12' East 1553.1 feet along said East right-of-way to the point of beginning; thence from the point of beginning South 39° 58' East 591.5 feet along the North line of a proposed street; thence North 28° 42' East 928.4 feet; thence North 53° 29' West 213.5 feet to the East right-of-way of State Highway No. 242; thence South 54° 12' West 821.1 feet along said East right-of-way to the point of beginning, containing 7.67 acres, more or less.

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And has also agreed with the said third party, its indorsees and assigns, to cause all taxes and assessments, general and special, to be paid whenever imposed upon said property and within the time required by law.

And if said agreement relative to insurance or taxes and assessments be not performed as aforesaid, then said third party or its indorsees, may pay such insurance and such taxes and assessments, and for their repayment, for all moneys paid therefor, and interest thereon, at the rate specified in said note, these presents shall be a security, in the manner and with like effect as for the payment of said note.

NOW, If the part y of the first part, its successors and assigns, shall pay the sum of money specified in said one (1) promissory note with all interest that may be due thereon, when the same shall become due and payable according to the tenor and effect thereof, and shall pay any and all other indebtedness that may be due the said third party, and shall faithfully keep and perform the agreements aforesaid, CONCERNING THE INSURANCE OF SAID EDIFICES AS AFORESAID and concerning the payment of taxes and assessments as aforesaid, then this deed shall be void and the property hereinbefore conveyed shall be released at the expense of said part y of the first part; but if default be made in the payment of said promissory note, or either of them, or the interest thereon, according to the tenor and effect thereof, and if default be made in the payment of any and all other indebtedness due said third party, or in the faithful performance of said agreement to KEEP SAID EDIFICES INSURED, AND TO PAY ALL TAXES AND ASSESSMENTS LAWFULLY IMPOSED ON SAID PROPERTY, then, and in that event, or either of them, the whole of said indebtedness and each and all of said note shall, at the option of the owner and holder of said note, become due and be considered due and payable, as if due and payable according to the tenor thereof, and this Deed shall remain in full force and effect, and the said party of the second part may proceed to sell the said property hereinbefore described, or so much thereof as may be necessary to fully satisfy and discharge the said indebtedness, together with all the interest thereon, and the cost and expenses of this Trust, at public vendue, for cash, at the door of the Courthouse, in the City of Helena, in the County of Phillips and State of Arkansas, first giving 20 days' notice of the time, terms and place of sale, and of the property to be sold, by advertisement in some newspaper published in said County of Phillips, and upon the said sale and payment of the purchase money shall execute and deliver a Deed of the property sold to the purchaser or purchasers; and any statement of facts or recital by said Trustee, in relation to the non-payment of the money secured by this Deed of Trust to be paid, the advertisement, sale, receipt of the purchase money, and the execution of the Deed to the purchaser or purchasers shall be received as prima facie evidence of such facts; and the said Trustee shall, out of the proceeds of such sale, pay, first, the cost and expenses of this Trust, and shall pay any sums that may be due on any and all other indebtedness at the time of foreclosure, and next whatever sum may be in arrears and unpaid on the note aforesaid and all sum or sums which may have been laid out and expended by said part y of the third part for TAXES AND ASSESSMENTS ON SAID PROPERTY, AND FOR INSURANCE ON SAID EDIFICES and the remainder, if any, shall be paid to said part y of the first part, or legal representatives.

And the said David Solomon, Trustee as aforesaid, hereby covenants faithfully to perform and fulfill the Trust herein created. And the said part y of the first part hereby waives all rights of redemption in case of foreclosure of this Deed of Trust in the Chancery Court.

The part y of the first part agree with the parties of the second and third part that in case of a sale of all or any part of said property for the payment of the debt secured hereby that the legal holder thereof may bid and purchase at said sale.

And the said wife of the said for the consideration and purposes herein mentioned and set forth, hereby releases and relinquishes to the party of the second part all of her rights and possibility of dower and homestead in and to the lands and premises aforesaid.

AND IT IS FURTHER STIPULATED AND AGREED, By and between the parties hereunto, that in case the said party of the second part shall refuse to act, shall be absent from the State, sick, dead, or from any cause incapable of acting in the execution of this Trust, then the Sheriff for the time being of said County of Phillips shall discharge this Trust and exercise therein the same powers hereby conferred on the said party of the second part, and with like effect.

IN WITNESS WHEREOF, Eagle River Chemical Corporation, being duly authorized by proper Resolution of its Board of Directors, has caused this instrument to be executed by Roger C. Moffatt, its President, and attested by Edmund C. Carns, its Secretary, with its Corporate seal hereunto affixed on this 15th day of September, 1971.

(SEAL)

ATTEST:

Edmund C. Carns

EAGLE RIVER CHEMICAL CORPORATION

By Roger C. Moffatt  
Roger C. Moffatt, President

SEAL

STATE OF ARKANSAS )  
COUNTY OF PHILLIPS ) ss.

State of Arkansas, County of Phillips  
Filed for record the 15th day of September 1971 at 10:20  
clock A.M. and recorded in Book 498 Page 382  
JAMES B. MOFFATT  
ACKNOWLEDGMENT Circuit Clerk By: [Signature]

SEAL

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, the within named Roger C. Moffatt and Edmund C. Carns, to me personally well known who stated that they were the President and Secretary, respectively, of Eagle River Chemical Corporation, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said Corporation, and they further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as such Notary Public on this 15th day of September, 1971.

SEAL

My Commission Expires: 9/9/73

9-9-73

Notary Public  
Marie Morgan

By D. C. Clerk